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Proposed Counsel to the Debtor

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re

CERTA DOSE, INC.

Case No. 21-11045-lgb

Debtor. Chapter 11
-----X

SUPPLEMENTAL DECLARATION OF CALEB S. HERNANDEZ

Caleb S. Hernandez, president of the above-captioned debtor in possession (the Debtor”),
hereby swears as follows:

1. I assert a second lien and security interest on all of the Debtor’s assets. The U.S. Small Business Administration asserts a first lien and security interest in the Debtor’s assets.
2. Annexed hereto as Exhibit A is a true copy of the Settlement Agreement I entered into with the Debtor that, among other things, grants me a security interest and lien on the Debtor’s assets and resolves my claims against the Debtor.
3. Annexed hereto as Exhibit B is a list of the intellectual property that is the subject of my security interest.
4. Annexed hereto as Exhibit C is a true copy of the UCC Financing Statement and supporting documents filed with the Colorado Secretary of State on November 12, 2020.
5. Annexed hereto as Exhibit D is a true copy of the UCC Financing Statement and supporting documents filed with the Delaware Department of State on November 20, 2020.

6. Annexed hereto as Exhibit E is a true copy of the UCC Financing Statement filed with the New York State Division of Corporations on November 12, 2020.

I hereby declare under the penalty of perjury that the foregoing is accurate and true to the best of my knowledge and belief.

Dated: June 16, 2021
New York, New York

S/Caleb S. Hernandez
Caleb S. Hernandez, President
Certa Dose Inc.

EXHIBIT A

SETTLEMENT AGREEMENT

CERTA DOSE, INC. (“Certa Dose” and “Company”), given the recitals stated *infra*, enters this SETTLEMENT AGREEMENT (the “Agreement”), which is made and entered into upon good and valuable consideration this 15th day of October, 2020, by and between CALEB HERNANDEZ (the “Inventor”) and Certa Dose, each of these parties hereinafter being referenced as a “Party” or collectively as the “Parties.”

WHEREFORE, certain officers, board members and agents of the Company, especially JOHN BLOOD made, without the Company’s properly informed authorization, certain promises and/or threats to the Inventor and/or treated the Inventor improperly, including the behaviors referenced in the filings on the litigation that the Company is presently bringing against these bad actors and their associates in New York;

WHEREFORE, Inventor, therefore, has claims against Company for the value of his intellectual property, at law, for just compensation and/or equity, and that the Company’s interest in the intellectual property is better safeguarded by protecting it from claims by any potential successors in interest of Inventor that would otherwise not be subject to the terms contained herein;

WHEREFORE, the Inventor has been valuable to the Company and has heretofore put forth an incalculable benefit to the Company by providing intellectual property for its use and profit;

WHEREFORE, the Company would have been in a worse position with regard to its intellectual property, cash position, and general business health had the Inventor not also been able to settle matters that would otherwise be debts and/or claims against the Company, doing so on its behalf with his own funds and property, including, but not limited to, providing legal expenses and intellectual property the he owns to the Company without receiving compensation and without any consideration;

WHEREAS, recognizing the risk and uncertainty of pursuing resolution of these issues through claims, litigation, or other means (*instead of settling these concerns and issues via contract, as the Parties are now doing through this settlement*), and the associated expenses thereof, and in order to avoid any further expense or litigation, the Parties desire to settle and resolve any dispute that they may have in the limited matter of the assignments specifically referenced in this Agreement—*particularly those that were made without consideration or without any identified form of compensation*—which the Inventor made to the Company of the patents and intellectual property he had rights in, doing so in accordance with the terms set forth in this Agreement;

WHEREAS, the Company seeks to develop a clear way of protecting the interests of its good faith shareholders in the intellectual property developed by Inventor;

WHEREAS, the Parties understand, acknowledge, and agree that this Agreement constitutes the compromise of claims that could be bought against Certa Dose by the Inventor up to this point for the lack of compensation for his intellectual property identified above or

specifically identified below, as well as the wrongdoing which was perpetrated through the aforementioned bad actors, and that it is the desire and intention of each of the Parties to affect a final and complete resolution of any and all claims and potential causes of action that Inventor may have with regard to the uncompensated intellectual property identified herein, especially those based on the likely and/or evident actions taken by Cooley LLP, COPIC, John Blood, Steve Rubin, Steve Hoffenberg and their affiliates (*this Agreement, however, does not waive any claims that the Inventor may have against Cooley LLP, COPIC, John Blood, Steve Rubin, Steve Hoffenberg and their affiliates or that Certa Dose may have against Cooley, COPIC, John Blood, Steve Rubin, Steve Hoffenberg and their affiliates, who are currently Defendants in litigation the Company has brought*);

WHEREAS, the Inventor has developed other intellectual property that he has not yet assigned to the Company in any way, intellectual property which the Company did not have the funds to pay for the development of (*and for which it has also not compensated the Inventor*), but which he is nonetheless providing a benefit to the Company through, wherein, that other intellectual property and/or any rights therein are not the subject of this Agreement and is specifically excluded;

WHEREAS, Certa Dose seeks to release Inventor of any claim it may have against him for the actions he has taken to develop intellectual property and/or to protect its interests in the intellectual property recounted above and herein, which can be done so through the creation of a trust, as referenced herein;

WHEREAS, Certa Dose seeks to release Inventor of any claim it may have against him for any reason related to intellectual property;

WHEREAS, Inventor has developed the backbone of the Company's intellectual property, has had to steer the Company's business into a self-sustaining and profitable business model that had been impeded by the aforementioned bad actors, has been the genesis of the intellectual property "backbone," and has done so while also expending his own funds on the patenting of intellectual property (*which is separate and distinct from his development and ownership rights in the intellectual property*), before and/or independently of the series rounds, including, but not limited to:

Before the Series:

CRTA 001/00;
CRTA 001/01;
CRTA 001/02;
CRTA 001/03; and
CRTA 001/04. (Total patent costs \$89,000.)

CRTA 002; (Broselow Patent \$41,000.)

After the Series, while not receiving pay from Certa Dose in any way:

CRTA 003;
CRTA 004;
CRTA 005;
CRTA 006;
CRTA 007;
CRTA 008;
CRTA 009;
CRTA 010; and
CRTA 011.

After the Series, while receiving a very basic salary of \$60,000/year that did not account for intellectual property in any way:

CRTA 012;
CRTA 013;
CRTA 014;
CRTA 015; and
CRTA 016.

After the Series, while receiving a reduced CEO salary of \$120,000/year that did not account for intellectual property in any way:

CRTA 017;
CRTA 018;
CRTA 019;
CRTA 020; and
CRTA 021.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants, promises, releases and agreements contained herein, the exchanges of value set forth herein through the mechanism of settlement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement agree as follows:

AGREEMENT AND RELEASE

Release & Recompense

1.1 Except in connection with the enforcement of this Agreement, upon the mutual execution of this Agreement (the “Effective Date”), the Parties and their respective agents, assigns, attorneys, inventors, members, managers, parents, predecessors, principals, representatives, and successors hereby forever and fully mutually release, acquit and discharge (the “Mutual Releases”) the other Party and their agents, assigns, attorneys, inventors, members, managers, parents, predecessors, principals, representatives, and successors—except for *Cooley LLP, COPIC, John Blood, Steve Rubin, Steve Hoffenberg and their affiliates*—from any and all claims, demands, actions, causes

of action, suits, liens, debts, obligations, promises, agreements, costs, damages, liabilities, and judgments of any kind, nature, or amount, whether in law or equity, whether known or unknown, anticipated or unanticipated, contingent or not contingent, liquidated or unliquidated, arising out of the disputes, circumstances, communications, agreements, disagreements, or any other conceivable act or omission related to the afore-referenced events;

1.2 In connection with the aforementioned Mutual Releases, each Party represents and warrants that it has made such investigation of the facts pertaining to this Agreement and all matters pertaining thereto as he or it deems necessary.

1.3 Once there is an influx of capital of over \$1,500,000 following this date, or if there is a settlement with COPIC and all the other COPIC-affiliated litigants, some of whom were responsible for some economic harm to Inventor and also fraudulently represented to Inventor that he would be compensated at a minimum of \$250,000 per year as an officer of the Company, Inventor shall be compensated at a minimum of \$250,000 per year salary as an officer of the Company (*something that is expressly understood to not be compensation for any intellectual property referenced in this Agreement*). If the Company cannot afford to so pay the Inventor, the Inventor shall have a lien against all Company assets in an amount equal to the difference between the referenced salary and the amount actually paid.

1.4 The Company shall indemnify and hold Inventor harmless for all actions that have to this point been approved, or which will be approved by the current Board of Directors. In this, the Company expressly holds that it will hold Inventor harmless and indemnify him for all actions he has taken before the Effective Date and that, if the control of the Company should even change in the future, the Company shall not have the power to remove Inventor from his position in the Company without paying him 50 years' salary upon his involuntary termination (*as determined by the rate set forth in this Agreement*), wherein he can only be involuntarily terminated for bad faith, which is something that can only be determined by a jury of his peers in an action brought by the Company against Inventor in the Courts of the State of New York. The Inventor is hereby given a present lien on the intellectual property of the Company, all current assets, and all future assets (*including after-acquired property*), until this amount is paid, which is a lien that can only be discharged by the ultimate payment, in 50 years, of this salary amount. To prevent any likelihood of retaliation against Inventor by future management (*especially the bad actors referenced in this Agreement*), the referenced determination of bad faith can only be made by a jury of his peers in an action brought by the Company against Inventor in the Courts of the State of New York, even if he is no longer in the Company at that point in the future. This payment of salary shall not have any effect on any equity that the Inventor owns in the Company, especially as that is a separate obligation owed to the Inventor by the Company. If Inventor is involuntarily terminated, the lien referenced in this paragraph shall become immediately collectable against all of the intellectual property and assets of the Company, yet Inventor herein promises to hold that lien as Trustee for himself and the other good faith shareholders of the Company, as beneficiaries, for management in rough proportion to the shares that each owns on the date of this Agreement (*excluding, of course, the referenced bad actors, Daniel Hoffman, and any of their associates or affiliates*).

1.5 For the settlement of the claims for intellectual property provided to the Company, Inventor shall be compensated with a present \$65,000,000 lien on all present Company assets, particularly

its intellectual property, and future assets (*including after-acquired property*), which he will hold as Trustee for himself and the other good faith shareholders of the Company, as beneficiaries, for management in rough proportion to the shares that each owns on the date of this Agreement (*excluding, of course, the referenced bad actors, Daniel Hoffman, and any of their associates or affiliates*). This lien amount is deemed to be fair, as it allows the Company to continue to function, as it protects its good faith noteholders, and is related to the valuation of the Company's intellectual property business as previously performed by Scalar. This lien shall exist for 50 years and shall only be discharged so long as the Inventor remains the majority shareholder of the Company for that period of 50 years. Should the Company take any action from this point forward to reduce the equity that Inventor has in the Company, *without Inventor's express, specific and written consent*, this lien shall be accelerated and immediately collectable. Inventor shall also have the right, especially at all times that he owns any stock in the Company, to convert any common stock into any preferred stock and vis-à-vis. In this, the Company shall take all steps necessary to facilitate this conversion and effectuate it upon a request by the Inventor. The Company also acknowledges, recognizes and grants a non-revocable license of seventy (70) years to Inventor to use the intellectual property referenced in this agreement for any purpose, which license shall survive any termination of this agreement.

Confidentiality

2.1 The Parties hereby agree that the amount of settlement and the terms of this Agreement shall be kept confidential and shall not be disclosed to any third parties unless compelled by a court of competent jurisdiction or as required by law; provided, however, that each Party may provide information concerning the terms of this Agreement to his, her or its attorneys, accountants or financial advisors in order to obtain professional advice.

Warranties

3.1 The Parties represent and warrant that they have not assigned, sold, transferred, or otherwise disposed of any claim, in whole or in part, that each may have against the other that would otherwise be subject to the terms and conditions of this Agreement.

No Admission of Liability

4.1 The Parties understand and agree that this settlement involves the compromise of disputed claims, and that this settlement is not to be construed as an admission of liability or wrongdoing by any Party, by whom any and all liability and wrongdoing are expressly denied.

General Provisions

5.1 The Parties agree to cooperate, undertake and perform any and all additional lawful acts, including the execution of any additional documents as are reasonably necessary or desirable to implement and effectuate the purposes of this Agreement.

5.2 Each of the Parties states and acknowledges that she, he or it has read and thoroughly understands the entirety of the provisions of this Agreement; has discussed this Agreement with

counsel or has had the opportunity to do so; has the authority to execute it and is executing it of his or its own free will and volition, without any duress or undue influence, and without any promise or inducement except for the consideration set out herein; executes this Agreement without reliance upon any statements or representations, oral or otherwise, by any other Party or any other Party's representatives; and acknowledges that this Agreement and its reduction to final written form is the result of good faith negotiations.

5.3 The terms of this Agreement shall be binding upon the individual Parties, and their heirs, devisees, agents, personal representatives, successors-in-interest, guardians, conservators, administrators, fiduciaries, and assigns, and, to the extent applicable, their predecessors and attorneys.

5.4 The terms of this Agreement or any of its provisions represent the entire agreement of the Parties and this Agreement shall not be altered, abridged, changed, modified or waived, except upon execution of a subsequent document signed by the then affected Parties.

5.5 A copy of this Agreement may be executed by each Party, and when each Party has executed a copy thereof, such copies taken together shall become part of the original and incorporated herein by reference. Facsimile or e-mail signatures shall be given the effect of original signatures.

5.6 This Agreement shall, in all respects, be interpreted, enforced and governed by and under the laws of New York. Similarly, venue and jurisdiction for any breach of this Agreement shall exclusively be within the Courts of the State of New York in the County of Queens.

5.7 If any provision or clause of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

Trust


In recognition of the incalculable benefit of the intellectual property to the Company and its inability to pay the true value of the intellectual property, and in similar recognition of Investor's interest in protecting the value of the intellectual property to the good faith shareholders, as identified in the ACTION OF THE BOARD OF DIRECTORS OF CERTA DOSE, INC. BY VOTE OF THE MAJORITY OF THE DIRECTORS PRESENT AT A MEETING AT WHICH A QUORUM IS PRESENT, executed on November 15, 2019, it is hereby agreed that if any change in the Company were to arise that would *cut off* or *threaten* the ability of the good faith shareholders, including Inventor, to receive the benefits of the intellectual property previously assigned to the Company, that all interest in the intellectual property shall revert to the Inventor to be held in trust for the benefit of those who are currently considered good faith shareholders, as referenced above.

-SIGNATURE PAGES TO FOLLOW-

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned hereunto set their hand on the date(s) indicated below.

PARTIES:

DATE: 11/1/2020


CERTA DOSE, INC.
By: Caleb Hernandez, CEO

DATE: 11/1/2020


Signed Name of Inventor

Caleb Hernandez
Printed Name of Inventor

EXHIBIT B

Title/Mark	Application No.	Assignor
SYSTEM FOR DELIVERING MEDICATION	61/593,674	Caleb Hernandez
SYSTEM FOR DELIVERING MEDICATION	61/717,474	Caleb Hernandez
SYSTEM FOR DELIVERING MEDICATION	14/392,087	Caleb Hernandez
APPARATUSES, METHODS, AND SYSTEMS FOR DELIVERING MEDICATION USING MEDICATION KITS	62/332,412	Caleb Hernandez
APPARATUSES, METHODS, AND SYSTEMS FOR DELIVERING MEDICATION USING MEDICATION KITS	15/588,497	Caleb Hernandez
RADIOLOGICAL DOSING SYSTEM AND METHOD	62/334,990	Caleb Hernandez
RADIOLOGICAL DOSING SYSTEM AND METHOD	15/592,990	Caleb Hernandez
APPARATUSES, METHODS, AND SYSTEMS FOR DELIVERING MEASURED DOSES OF MEDICATION	15/282,732	Caleb Hernandez
DRUG DELIVERY SYRINGE	29/588,627	Caleb Hernandez
CARTON	29/613,542	Caleb Hernandez
SYSTEMS AND METHOD FOR RAPID DELIVERY OF MEASURED DOSES OF MEDICATION	62/619,665	Caleb Hernandez
RAPID MEDICATION DELIVERY SYSTEM AND METHOD RESISTANT TO OVERDOSING	16/254,459	Caleb Hernandez
SYRINGE HOLDER FOR MEDICATION DOSING	16/415,537	Caleb Hernandez
SYSTEM AND METHOD FOR SEQUENTIAL DELIVERY OF MEASURED DOSES OF MEDICATION	62/665,417	Caleb Hernandez
SYSTEM AND METHOD FOR SEQUENTIAL DELIVERY OF MEASURED DOSES OF MEDICATION	16/400,876	Caleb Hernandez
SYRINGE HAVING DOSING INDICATIONS FOR PROPHYLAXIS AND TREATMENT	62/739,784	Caleb Hernandez

Title/Mark	Application No.	Assignor
OVERDOSE RESISTANT DRUG DELIVERY SYRINGE	29/683,186	Caleb Hernandez
MULTIPLE INDICATION DOSING SYSTEM	62/804,068	Caleb Hernandez
MEDICINE DISPENSING SYSTEM HAVING STAIR-STEP DOSING INDICATORS	62/830,287	Caleb Hernandez
CONTAINER AND SYSTEM FOR ACCURATE RECONSTITUTION	62/846,199	Caleb Hernandez

EXHIBIT C

Colorado Secretary of State

Date and Time: 11/12/2020 03:24:07 PM

Master ID: 20202126705

Validation Number: 20202126705

Amount: \$8.00

Debtor: (Organization)

Name: Certa Dose, Inc.

Address1: 2590 Welton Street

Address2: #200

City: Denver

State: CO

ZIP/Postal Code: 80205

Province:

Country: United States

Secured Party: (Individual)

Last name: Hernandez

First name: Caleb

Middle name: S.

Suffix:

Address1: P.O. Box 838

Address2:

City: Denver

State: CO

ZIP/Postal Code: 80201

Province:

Country: United States

Collateral

Description:

All intellectual property, licenses, personal property, and chattels of the Lientee; all rents owed to Lientee; all land and real property that the Lientee owns or has any interest in; all after-acquired real and personal property of the Lientee; all bank accounts of the Lientee; all wages of the Lientee; all proceeds, settlements and/or judgments from lawsuits; all accounts receivable of Lientee; all fixtures of the Lientee; all accounts of the Lientee; all machinery of the Lientee; all fixtures of the Lientee, including fixtures in real property; all contents of the property of the Lientee; all business interests of the Lientee; all equipment of the Lientee; and all interests or value whatsoever in any property or interest that the Lientee holds or hereafter acquires, so as to secure payment of the following obligations of Lientee to Secured Party (the "Obligations").

File name: Scan Nov 3, 2020.pdf

Uploaded: 11/12/2020 03:21:30 PM

SECURITY INSTRUMENT & FURTHER RECOGNITION OF LIEN

On this 3rd day of November, 2020 (the day that Lienee signs SECURITY INSTRUMENT & RECOGNITION OF LIEN), CERTA DOSE, INC. ("Lienee"), for valuable consideration that was recognized, previously exchanged and secured in the pre-existing SETTLEMENT AGREEMENT of the Parties to this SECURITY INSTRUMENT & RECOGNITION OF LIEN, which SETTLEMENT AGREEMENT was executed on November 1, 2020, receipt of which is acknowledged, grants to CALEB HERNANDEZ ("Secured Party") this additional proof of a security interest in the following property of Lienee (the "Collateral"):

All intellectual property, licenses, personal property, and chattels of the Lienee; all rents owed to Lienee; all land and real property that the Lienee owns or has any interest in; all after-acquired real and personal property of the Lienee; all bank accounts of the Lienee; all wages of the Lienee; all proceeds, settlements and/or judgments from lawsuits; all accounts receivable of Lienee; all fixtures of the Lienee; all accounts of the Lienee; all machinery of the Lienee; all fixtures of the Lienee, including fixtures in real property; all contents of the property of the Lienee; all business interests of the Lienee;; all equipment of the Lienee; and all interests or value whatsoever in any property or interest that the Lienee holds or hereafter acquires, so as to secure payment of the following obligations of Lienee to Secured Party (the "Obligations"):

The following indebtedness and/or obligations:

\$65,000,000, as recognized in the afore-referenced SETTLEMENT AGREEMENT of November 1, 2020;

\$12,500,000, as a separate amount recognized in the afore-referenced SETTLEMENT AGREEMENT of November 1, 2020; and

All other obligations and liabilities of Lienee to the Secured Party that are identified and secured in the Parties' pre-existing SETTLEMENT AGREEMENT, including the aforementioned secured amounts totaling \$77,000,000.

Address of the Lienee: 2590 Welton St. #200, Denver CO 80205

Mailing Address of the Secured Party: P.O. Box 838, Denver CO 80201.

1. **WARRANTIES AND COVENANTS OF LIENEE.** Lienee warrants and covenants that:

(a) Lienee will abide by the terms of the pre-existing and afore-referenced SETTLEMENT AGREEMENT OF NOVEMBER 1, 2020.

(b) Lienee will do all such things as Secured Party at any time or from time to time may reasonably request to establish and maintain a perfected security interest in the Collateral.

(c) Liencee will pay the cost of filing this instrument in all public offices where recording is deemed by Secured Party to be necessary or desirable. A photographic or other reproduction of this instrument is sufficient as a financing statement.

(d) Liencee will not transfer or encumber the Collateral without the prior written consent of Secured Party.

2. **NON-WAIVER:** No failure or delay by Secured Party in exercising Secured Party's rights under this instrument shall be considered a waiver of such rights.

3. **SEVERABILITY:** In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

4. **As also noted in the Parties' SETTLEMENT AGREEMENT, this lien shall be held in trust by the Secured Party, i.e., Lienor, for the benefit of the good faith shareholders, as noted and defined in the SETTLEMENT AGREEMENT of November 1, 2020.**

5. The Liencee acknowledges that the terms of the secured interest and/or lien are fair and reasonable to the Liencee, and that they have been fully disclosed and transmitted in writing to the Liencee in a manner that has been understood by the Liencee. The Liencee also represents that the Liencee indeed wishes to adopt these terms and that it has advised the Liencee that it is advisable to have independent legal counsel advise the Liencee before entering any agreement or any secured interest and/or lien agreement. Nonetheless, the Liencee has had all reasonable opportunity to do so — *and to consider the terms and circumstances surrounding this instrument* — and herein expressly provides that the Liencee indeed wishes to enter these terms and to effectuate a secured interest and/or lien by signing this instrument. Liencee also acknowledges that he and/or she has received a Notice of Right to Cancel within three business days without cost, as per Federal law.

6. This instrument may be executed in parts, the Liencee and the Secure Party signing separately before a notary public.

7. **LIENEE ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF THIS INSTRUMENT AND PRIOR RECEIPT OF A NOTICE OF RIGHT TO CANCEL (RESCIND) MADE A PART THEREOF.**

- SIGNATURE PAGES TO FOLLOW-

SIGNATURE OF LIENEE

STATE OF New York)
) ss.
COUNTY OF New York)

DATED this 3rd day of November, 2020.



Signature of Lience's Officer or Representative

Caleb Hernandez

(Printed Name of Representative -Caleb Hernandez)

President, CEO

(Title of Lience's Officer or Representative)

Subscribed and affirmed, or sworn to before me this 3rd day of November, 2020. Witness my hand and official seal.

Matthew Elias

[Seal] Notary Public
My commission expires: 11-13-2022


MATTHEW ELIAS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01EL6383347
Qualified in New York County
My Commission Expires 11-13-2022

SIGNATURE OF SECURED PARTY

STATE OF New York)
) ss.
COUNTY OF New York)
DATED this 3rd day of November, 2020.


Caleb S. Hernandez

Subscribed and affirmed, or sworn to before me this 3rd day of November, 2020. Witness my hand and official seal.


[Seal] Notary Public
My commission expires: 11-13-2022

MATTHEW ELIAS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01EL6383347
Qualified in New York County
My Commission Expires 11-13-2022

EXHIBIT D

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (720) 312-9553
B. E-MAIL CONTACT AT FILER (optional) JOSUE.HERNANDEZ@LAWYER.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> JOSHUA HERNANDEZ 1750 WEWATTA STREET UNIT 421 DENVER, CO 80202 </div>

Delaware Department of State
 U.C.C. Filing Section
 Filed: 05:45 PM 11/12/2020
 U.C.C. Initial Filing No: 2020 7917661

 Service Request No: 20208374370

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME CERTA DOSE, INC.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2590 WELTON STREET, UNIT 200				
CITY DENVER		STATE CO	POSTAL CODE 80205	COUNTRY US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS				
CITY		STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CLEB S. HERNANDEZ				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS P.O. BOX 838				
CITY DENVER		STATE CO	POSTAL CODE 80201	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:

All intellectual property, licenses, personal property, and chattels of the Lientee; all rents owed to Lientee; all land and real property that the Lientee owns or has any interest in; all after-acquired real and personal property of the Lientee; all bank accounts of the Lientee; all wages of the Lientee; all proceeds, settlements and/or judgments from lawsuits; all accounts receivable of Lientee; all fixtures of the Lientee; all accounts of the Lientee; all machinery of the Lientee; all fixtures of the Lientee, including fixtures in real property; all contents of the property of the Lientee; all business interests of the Lientee;; all equipment of the Lientee; and all interests or value whatsoever in any property or interest that the Lientee holds or hereafter acquires, so as to secure payment of the following obligations of Lientee to Secured Party (the "Obligations"): The following indebtedness and/or obligations: \$65,000,000, as recognized in the afore-referenced SETTLEMENT AGREEMENT of November 1, 2020; \$12,500,000, as a separate amount recognized in the afore-referenced SETTLEMENT AGREEMENT of November 1, 2020; and All other obligations and liabilities of Lientee to the Secured Party that are identified and secured in the Parties' pre-existing SETTLEMENT AGREEMENT, including the aforementioned secured amounts totaling \$77,000,000. Collateral Description - please see attached

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

SECURITY INSTRUMENT & FURTHER RECOGNITION OF LIEN

On this 3rd day of November, 2020 (the day that Lience signs SECURITY INSTRUMENT & RECOGNITION OF LIEN), CERTA DOSE, INC. ("Lience"), for valuable consideration that was recognized, previously exchanged and secured in the pre-existing SETTLEMENT AGREEMENT of the Parties to this SECURITY INSTRUMENT & RECOGNITION OF LIEN, which SETTLEMENT AGREEMENT was executed on November 1, 2020, receipt of which is acknowledged, grants to CALEB HERNANDEZ ("Secured Party") this additional proof of a security interest in the following property of Lience (the "Collateral"):

All intellectual property, licenses, personal property, and chattels of the Lience; all rents owed to Lience; all land and real property that the Lience owns or has any interest in; all after-acquired real and personal property of the Lience; all bank accounts of the Lience; all wages of the Lience; all proceeds, settlements and/or judgments from lawsuits; all accounts receivable of Lience; all fixtures of the Lience; all accounts of the Lience; all machinery of the Lience; all fixtures of the Lience, including fixtures in real property; all contents of the property of the Lience; all business interests of the Lience;; all equipment of the Lience; and all interests or value whatsoever in any property or interest that the Lience holds or hereafter acquires, so as to secure payment of the following obligations of Lience to Secured Party (the "Obligations"):

The following indebtedness and/or obligations:

\$65,000,000, as recognized in the afore-referenced SETTLEMENT AGREEMENT of November 1, 2020;

\$12,500,000, as a separate amount recognized in the afore-referenced SETTLEMENT AGREEMENT of November 1, 2020; and

All other obligations and liabilities of Lience to the Secured Party that are identified and secured in the Parties' pre-existing SETTLEMENT AGREEMENT, including the aforementioned secured amounts totaling \$77,000,000.

Address of the Lience: 2590 Welton st. #200, Denver CO 80205

Mailing Address of the Secured Party: Po Box 838, Denver CO 80201.

1. **WARRANTIES AND COVENANTS OF LIENCEE.** Lience warrants and covenants that:

(a) Lience will abide by the terms of the pre-existing and afore-refenced SETTLEMENT AGREEMENT OF NOVEMBER 1, 2020.

(b) Lience will do all such things as Secured Party at any time or from time to time may reasonably request to establish and maintain a perfected security interest in the Collateral.

(c) Lientee will pay the cost of filing this instrument in all public offices where recording is deemed by Secured Party to be necessary or desirable. A photographic or other reproduction of this instrument is sufficient as a financing statement.

(d) Lientee will not transfer or encumber the Collateral without the prior written consent of Secured Party.

2. **NON-WAIVER:** No failure or delay by Secured Party in exercising Secured Party's rights under this instrument shall be considered a waiver of such rights.

3. **SEVERABILITY:** In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

4. **As also noted in the Parties' SETTLEMENT AGREEMENT, this lien shall be held in trust by the Secured Party, i.e., Lienor, for the benefit of the good faith shareholders, as noted and defined in the SETTLEMENT AGREEMENT of November 1, 2020.**

5. The Lientee acknowledges that the terms of the secured interest and/or lien are fair and reasonable to the Lientee, and that they have been fully disclosed and transmitted in writing to the Lientee in a manner that has been understood by the Lientee. The Lientee also represents that the Lientee indeed wishes to adopt these terms and that it has advised the Lientee that it is advisable to have independent legal counsel advise the Lientee before entering any agreement or any secured interest and/or lien agreement. Nonetheless, the Lientee has had all reasonable opportunity to do so — *and to consider the terms and circumstances surrounding this instrument* — and herein expressly provides that the Lientee indeed wishes to enter these terms and to effectuate a secured interest and/or lien by signing this instrument. Lientee also acknowledges that he and/or she has received a Notice of Right to Cancel within three business days without cost, as per Federal law.

6. This instrument may be executed in parts, the Lientee and the Secure Party signing separately before a notary public.

7. **LIENEE ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF THIS INSTRUMENT AND PRIOR RECEIPT OF A NOTICE OF RIGHT TO CANCEL (RESCIND) MADE A PART THEREOF.**

- SIGNATURE PAGES TO FOLLOW-

SIGNATURE OF LIENEE

STATE OF New York)
) ss.
COUNTY OF New York)
DATED this 3rd day of November, 2020.


Signature of Lience's Officer or Representative

Caleb Hernandez
(Printed Name of Representative -Caleb Hernandez)

President, CEO
(Title of Lience's Officer or Representative)

Subscribed and affirmed, or sworn to before me this 3rd day of November, 2020. Witness my hand and official seal.

Matthew Elias
[Seal] Notary Public
My commission expires: 11-13-2022

MATTHEW ELIAS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01EL6383347
Qualified in New York County
My Commission Expires 11-13-2022

SIGNATURE OF SECURED PARTY

STATE OF New York)
) ss.
COUNTY OF New York)
DATED this 3rd day of November, 2020.


Caleb S. Hernandez

Subscribed and affirmed, or sworn to before me this 3rd day of November, 2020. Witness my hand and official seal.


[Seal] Notary Public
My commission expires: 11-13-2022

MATTHEW ELIAS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01EL6383347
Qualified in New York County
My Commission Expires 11-13-2022

EXHIBIT E

446121

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]			
B. SEND ACKNOWLEDGMENT TO: (Name and Address)			
Hernandez, Josue			

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Certa Dose, Inc.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2590 Welton Street, Unit 200		CITY Denver	STATE CO	POSTAL CODE 80205 COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S LAST NAME Hernandez		FIRST NAME Caleb	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P.O. Box 838		CITY Denver	STATE CO	POSTAL CODE 80201 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All intellectual property, licenses, personal property, and chattels of the Lientee; all rents owed to Lientee; all land and real property that the Lientee owns or has any interest in; all after-acquired real and personal property of the Lientee; all bank accounts of the Lientee; all wages of the Lientee; all proceeds, settlements and/or judgments from lawsuits; all accounts receivable of Lientee; all fixtures of the Lientee; all accounts of the Lientee; all machinery of the Lientee; all fixtures of the Lientee, including fixtures in real property; all contents of the property of the Lientee; all business interests of the Lientee; all equipment of the Lientee; and all interests or value whatsoever in any property or interest that the Lientee holds or hereafter acquires, so as to secure payment of the following obligations of Lientee to Secured Party (the "Obligations"):
The following indebtedness and/or obligations:
\$65,000,000, as recognized in the afore-referenced SETTLEMENT AGREEMENT of November 1, 2020;
\$12,500,000, as a separate amount recognized in the afore-referenced SETTLEMENT AGREEMENT of November 1, 2020; and
All other obligations and liabilities of Lientee to the Secured Party that are identified and secured in the Parties' pre-existing SETTLEMENT AGREEMENT, including the aforementioned secured amounts totaling \$77,000,000.

5. ALTERNATIVE DESIGNATION [if applicable]:		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

Filing Number-202011128484737